



STATE OF MISSOURI  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
DIVISION OF ADMINISTRATION  
INVITATION FOR BID

BID NUMBER: ISL 002-2015

BUYER: Jason Drace

TITLE: Representation in Israel

PHONE NO.: (573) 751-4962

ISSUE DATE: September 7, 2015

E-MAIL: ForeignOfficeIFB@ded.mo.gov

RETURN PROPOSAL NO LATER THAN: **SEPTEMBER 30, 2015 AT 5:00 PM CENTRAL STANDARD TIME**

**MAILING INSTRUCTIONS:** Deliver sealed proposals to DED office at one of the addresses below by the return date and time.

**RETURN PROPOSAL TO:** (U.S. Mail)  
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT  
PO BOX 1157  
JEFFERSON CITY MO 65102-1157

**OR**  
(Courier Service)  
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT  
301 WEST HIGH STREET, ROOM 680  
JEFFERSON CITY MO 65102-1157

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department of Economic Development or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**SIGNATURE REQUIRED**

**THIS PAGE MUST BE COMPLETED, SIGNED, DATED AND RETURNED WITH THE BID.**

|  |  |                          |
|--|--|--------------------------|
| LEGAL NAME OF ENTITY/INDIVIDUAL  |  |                          |
| MAILING ADDRESS  |  |                          |
| CITY, STATE, ZIP CODE  |  |                          |
| CONTACT PERSON   |  | EMAIL ADDRESS            |
| PHONE NUMBER   |  | FAX NUMBER               |
| TAXPAYER ID NUMBER (TIN)   | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |
| VENDOR TYPE (CHECK ONE)<br>___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____ |  |                          |
| AUTHORIZED SIGNATURE   |  | DATE                     |
| PRINTED NAME   |  | TITLE                    |

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

1.1.1 The Missouri Department of Economic Development (the “DED”) is initiating this competitive Invitation for Bid (“IFB”) to solicit a Bid (the “Bid”) from each Bidder interested in providing the State of Missouri services related to export promotion of Missouri products and services to Israel and foreign direct investment services (the “Services”). The purpose of this IFB is to solicit qualifications, experience, recommended approach/methodology and a cost of these services.

1.1.2 Organization - The IFB is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Page(s) and Exhibits
- 5) Terms and Conditions

### **1.2 Questions:**

1.2.1. All Bidders are encouraged to submit questions regarding this document but ONLY to Jason Drace. Mr. Drace will coordinate responses to all questions. Bidders are warned that contact with other employees of the Missouri Department of Economic Development and the State of Missouri regarding this IFB may disqualify the potential Bidder. Mr. Drace may be contacted by e-mail at ForeignOfficeIFB@ded.mo.gov. Questions will be accepted only prior to 48 hours before the date and time Bids are due.

### **1.3 Background Information:**

1.3.1 The State of Missouri and DED desire to obtain the services of an independent contractor (the “Contractor”) that is knowledgeable of Missouri and will represent DED in Israel. The Contractor must be authorized to do business in Israel. DED anticipates the cost of services shall not exceed \$194,000.00 per annum and is contingent upon the availability of funds.

1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

## **2. SCOPE OF WORK AND CONTRACTUAL REQUIREMENTS**

### **2.1 Scope of Work:**

*This section of the IFB includes requirements and provisions relating specifically to the scope of work requirements of DED. The contents of this section include mandatory requirements that will be required of the successful Bidder and subsequent Contractor. Response to this section by the Bidder is requested in the Exhibit section of this IFB. The Bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in event the proposal is accepted by DED.*

- 2.1.1. The State of Missouri's priorities may fluctuate according to economic conditions and opportunities. The estimated allocation of Contractor time and resources should provide for 75% directed to the development and expansion of business opportunities for Missouri businesses, with an estimated 25% of resources being allocated to the promotion of the State of Missouri as an ideal location for investors from Israel.
- 2.1.2. The Contractor shall provide the administration and the promotion of a program designed to: (1) increase the volume of Missouri exports (including agricultural products); (2) increase the number of Missouri firms exporting to Israel; and (3) increase the interest of investors in Israel for Missouri. As part of these duties, the Contractor may, from time to time, be required to work and collaborate with Missouri state agencies other than DED.

## **2.2. Contractor Qualifications:**

It is highly desirable that the Contractor have the following minimum qualifications:

- 2.2.1. Have at least 5 years experience in export promotion and foreign direct investment ("FDI") attraction, preferably between Israel and the U.S.
- 2.2.2. Have extensive experience in researching markets, industries and companies and developing research-based strategies for export marketing and FDI attraction.
- 2.2.3. Have an extensive, current network of business and government contacts consisting of importers, exporters, distributors, manufacturers, and government officials, as well as members of the U.S. trade community in Israel and the Middle East Region (as defined in section 5.1).
- 2.2.4. Be in a position to offer services to the DED and Missouri exporters, through associates or associate offices in other countries within the Middle East Region (as defined in section 5.1).
- 2.2.5. Be knowledgeable of import regulations and import processes in Israel and the Middle East Region (as defined in section 5.1).
- 2.2.6. Be able to develop relationships with relevant company executives and industry leaders.
- 2.2.7. Have a strong ability to close deals.
- 2.2.8. Be skilled at and willing to do on-the-ground problem solving.
- 2.2.9. Have excellent communication skills.
- 2.2.10. Have strong computer and data analysis skills with the ability to create and work with multi-media presentations and knowledge of standard software and operating systems.

## **2.3. Promotion and Marketing Requirements:**

As part of developing and expanding business opportunities for Missouri interests in Israel while concurrently providing for the recruitment of investment prospects to Missouri, the Contractor shall:

- 2.3.1. Promote the State of Missouri and its products and services to foreign individuals, businesses, and government entities.
- 2.3.2. Promote Missouri's business climate and quality of life to interested businesses within the Contractor's market/region, while providing information on Missouri's investment climate to interested investors.

- 2.3.3. As directed by DED, counsel Missouri firms with regard to market entry, strategies and objectives for exporting Missouri products and services (including agricultural products and services).
- 2.3.4. Under the direction and approval of DED, utilize public affairs and media relations to increase awareness of Missouri businesses, highlight industry projects, and promote Missouri's achievements.

#### **2.4. Investment and Missouri's partner organizations Support Requirements:**

As part of developing investment interest and Missouri's partner organizations support, the Contractor shall:

- 2.4.1. Develop interest in and promote Missouri's business climate and quality of life to investors (marketing content provided by DED and Missouri's partner organizations).
- 2.4.2. Develop interest in and provide information on Missouri's investment climate and targeted industry sectors to investors (marketing content provided by DED and Missouri's partner organizations).
- 2.4.3. Assist foreign companies with identification of suitable joint venture opportunities, licensing and/or technology exchange opportunities in Missouri.
- 2.4.4. Perform background checks on potential investors or organizations located in Israel at the request of DED. Provide DED with typical research from known sources that would provide accurate and defensible information.
- 2.4.5. At the request of the Missouri's partner organizations (as communicated via DED) assist the partner organizations with the recruitment of foreign direct investment to Missouri. Assistance would include:
  - 2.4.5.1. Business Intelligence
    - Identifying quality investment leads;
    - Performing due diligence on qualified leads; and
    - Monitoring economic trends in the region.
  - 2.4.5.2. Sales and Networking Opportunities
    - Organizing meetings with qualified leads;
    - Identifying and prioritizing relevant Trade Shows or conferences in the region; and
    - Organizing meetings with relevant business and government officials in the region.
- 2.4.6. In conjunction with the Trade Manager, determine the status of current investments in Missouri and their potential for expansion.
- 2.4.7. Assist DED in coordinating and recruiting buying and/or investment missions to Missouri from the Contractor's market/region.
- 2.4.8. At the request of DED, assist Missouri's partner organizations in coordinating investment missions to Missouri.
- 2.4.9. Perform other investment services as requested by DED.

#### **2.5. Export and Trade Promotion Requirements:**

As part of export and trade promotion, the Contractor shall:

- 2.5.1. In collaboration with the Trade Manager, identify and promote Missouri products and services (including agricultural products and services) with the best potential for export.

- 2.5.2. Identify qualified potential agents and distributors for Missouri companies.
- 2.5.3. Identify strategic alliance partners for Missouri interests.
- 2.5.4. Identify regions and/or industry feasibility studies and government procurement opportunities for Missouri participation and provide at a minimum 3 trade leads to DED each month in a format specified by DED.
- 2.5.5. Assist Missouri organizations to identify suitable joint venture opportunities, licensing and/or technology exchange opportunities.
- 2.5.6. Assist Missouri companies in identifying and participating in market specific conferences, trade shows and similar events.
- 2.5.7. Refer to DED any and all inquiries received with respect to the State of Missouri.
- 2.5.8. On a monthly basis, the Contractor shall provide DED with a market report. The format will be specified by DED, with specific focus on the DED Strategic Initiative for Economic Growth Targeted Industries and further supplemented if necessary, with additional focus toward specific segment(s) within the target industry.
- 2.5.9. The Contractor must provide timely and related information pertinent to each industry sector with regard to best prospects or opportunities for Missouri companies based on economic trends and activity within the market.
- 2.5.10. A directory of industry-related Contacts, trade organizations and other multipliers within the market must be provided to DED within the annual marketing plan at the onset of each year under the Contract.
- 2.5.11. Assist DED in coordinating Trade Missions to Israel. The Contractor must facilitate high level government and business meetings to meet the needs of the mission participants including the Governor's Office, Missouri congressional delegations, state legislative delegations, DED, and senior corporate executives, when applicable.
- 2.5.12. Assist DED in coordinating and recruiting buying missions to Missouri for the purpose of purchasing Missouri products and services (including agricultural products and services).
- 2.5.13. Perform other trade services as requested by DED.

## **2.6. Additional Required Services :**

If requested by DED, the Contractor shall:

- 2.6.1. Develop Contacts and relationships with university research and technology commercialization centers in Israel and communicate developments and opportunities to DED. This service shall be included as part of the flat monthly fee.
- 2.6.2. Develop partnerships with key partners – government, regional and national economic development agencies, as well as industry and business associations. This service shall be included as part of the flat monthly fee.
- 2.6.3. Provide DED, its staff members, representatives, partners, and designated citizens reasonable assistance and convenience at the time of their visits to Israel. This service shall be included as part of the flat monthly fee.

## **2.7. General Requirements:**

- 2.7.1. The Contractor shall be located in and provide non-exclusive representation in Israel. The Contractor must disclose contractual relationships with other official U.S. state trade and investment authority's in Israel, specifically states that border Missouri, including, Illinois, Kansas, Nebraska, Iowa, Kentucky, Tennessee, Oklahoma, and Arkansas.
  - 2.7.1.1. The Contractor shall obtain DED's prior written consent before representing any additional states (other than those disclosed in the contractor's proposal) in Israel. While such consent shall not be unreasonably withheld, the Contractor is advised that DED will carefully consider such requests to ensure the best interests of the State of Missouri are realized.
- 2.7.2. The Contractor shall be required to have a physical office location in Israel with sufficient conference and meeting space available upon request.
- 2.7.3. The Contractor shall designate a Director ("Director") for the operation and administration of the office, to become known as the Director of the Missouri International Trade & Investment Office – Israel (the "MITI Office"), who shall be approved by DED. The Director and/or their business personnel shall speak fluent English, Arabic and Hebrew. It is desired but not required that the Director possess the ability to communicate in other languages used throughout Israel.
- 2.7.4. In the event the Contractor has more than one office location in Israel, there shall be at least two points of contact, one for each office location; preferably a Director and an Associate Director.
- 2.7.5. The Contractor shall agree that all costs, including but not limited to, personnel, operations, business expenses, operational leases or purchases of equipment, liability insurance, travel, and all other necessary expenditures for provision of services required shall be the responsibility of the Contractor.
- 2.7.6. The Contractor shall be legally authorized to conduct business in Israel.

## **2.8. Contractual Requirements:**

*This section of the IFB includes the general Contract requirements and provisions that shall govern the Contract after the notice of award. The contents of this section include mandatory provisions that must be adhered to by DED and the Contractor unless changed by a Contract Amendment.*

The Contractor shall provide the following administrative functions:

### **2.8.1. Administrative Functions:**

- 2.8.1.1 Have a dedicated phone line or answering service that identifies the Contractor as the MITI Office for Israel in local language and English.
  - 2.8.1.1.1. Upon approval, have email addresses that identify that the Contractor represents the State of Missouri.
  - 2.8.1.1.2. Assure that business cards, stationery, and other material developed or used in the execution of Contract-related activities include DED and/or State of Missouri logo and have received approval from DED.
  - 2.8.1.1.3. Provide a mailing address that identifies the Contractor as the MITI Office in Israel.
  - 2.8.1.1.4. Subscribe to and utilize the CRMS as required by DED. This system may be a web based or stand alone platform and may require information technology systems comparable to DED. DED estimates

the annual cost at approximately \$1500 - \$2000. Any subscription cost or subsequent technology costs related to the installation of the CRMS will be the responsibility of the Contractor.

- 2.8.1.5. Prepare an annual marketing plan with strategic objectives and budget in cooperation with DED. The annual budget must be developed by adhering to the objectives of the marketing plan.
- 2.8.1.6. Prepare and submit monthly activity reports in a format specified by DED.
- 2.8.1.7. Prepare a contract compliance report at the end of the Fiscal Year documenting all activity conducted in a format specified by DED.
- 2.8.1.8. Prepare other reports as requested by DED.
- 2.8.1.9. Participate in a monthly, or as necessary, telephone conference with the Manager of DED International Trade & Investment Office to discuss operations and opportunities.
- 2.8.1.10. At the direction and approval of DED, travel to Missouri a minimum of once annually to meet with DED, Missouri partners, and others as identified by DED. This service shall be included as part of the flat monthly fee.

## **2.8.2. Reporting:**

- 2.8.2.1. The Contractor shall prepare and submit a monthly invoice, monthly activity report, annual marketing plan, contract compliance report, and other information as requested or required by DED. The aforementioned forms shall be prepared by the Contractor using a format provided by DED.
- 2.8.2.2. The Contractor shall be required to retain monthly financial records that include receipts documenting travel costs over \$25.00. The Contractor may be required to submit these receipts periodically to DED as part of an in-house audit process.
- 2.8.2.3. The Contractor shall prepare, on a monthly basis, an activity report on or before the 10<sup>th</sup> of the month following the month that is being invoiced. Such report shall be in a format required by DED. The report shall be provided to DED with the invoice. At such time as a web-based reporting system is put in place by DED, the Contractor shall be required to input pertinent client and event information into the CRMS as required by DED. The Contractor may be required to submit additional or clarifying information to DED as part of an in-house audit process.
- 2.8.2.4. The Contractor shall keep financial and accounting records detailing all expenditures in accordance with generally accepted accounting principles and any other procedures specified by DED. These records must be made available at all reasonable times to DED and/or its designees and the Missouri State Auditor during the Contract period and any renewal period, and for three (3) years from the date of final payment on this Contract or any Contract renewal period.
- 2.8.2.5. The Contractor shall prepare a contract compliance report for the entire Fiscal Year on or before July 10<sup>th</sup> of each year. The report shall be in a format required by DED. The report shall detail the achievements of the Contractor in regards to the twelve (12) month Contract period. The report must be submitted prior to receipt of final payment for the Fiscal Year.
- 2.8.2.6. All reports shall be in a format required by DED.

### **2.8.3. Records Management:**

- 2.8.3.1. The Contractor shall comply with all provisions of chapter 610, RSMo, otherwise known as the Missouri Sunshine Law. All requests for information the Contractor receives pursuant to the Missouri Sunshine Law shall be forwarded immediately to the Trade Manager. The full text of the Missouri Sunshine Law may be found online at <http://ago.mo.gov/missouri-law/sunshine-law>.

### **2.8.4. Travel:**

- 2.8.4.1. The Contractor shall be required to travel and pay for costs associated with such travel as set out below.
- 2.8.4.2. The Contractor shall attend three (3) Trade Shows/missions per year, as set forth in the Schedule of Events, **Exhibit E**. Participation fees for these Trade Shows/missions shall be paid by the Contractor for events in Israel. Other than the firm, fixed pricing on the Pricing Page herein, the Contractor will not be reimbursed for such participation fees. Participation fees include Contractor entry fees, travel costs, out-of-pocket expenses, and any other costs. Participation fees do not include the cost of stand space and construction costs, for which the Contractor will be reimbursed by DED or which will be paid directly by DED, whichever DED chooses.
- 2.8.4.3. The Contractor shall be required to pay all transportation costs and have a means of transportation for use in conducting business within Israel.

### **2.8.5. Office and Meeting/Conference Space:**

- 2.8.5.1. The Director shall be located in Israel and shall be required to establish and/or maintain a physical office space in Jerusalem, Tel Aviv, or a surrounding location in Israel upon approval by DED. The Director shall be required to have a physical office location with sufficient conference and meeting space available upon request.

### **2.8.6. Computer/Telephone:**

- 2.8.6.1. The Contractor must have a computer compatible with Microsoft Office Suite, internet access, and a phone capable of communicating with DED. The computer must be capable of communicating with DED computer systems and DED's CRMS via internet access. The Contractor also shall provide and have telephone service available for DED use.

### **2.8.7. Restrictions:**

- 2.8.7.1. The Contractor shall comply with the following restrictions unless this section has been waived by a prior written waiver by DED.
- 2.8.7.2. The Contractor shall disclose any and all real or potential conflicts of interest in representation that may have an adverse impact on DED or the State of Missouri. The Contractor shall disclose such information for the term of the Contract.
- 2.8.7.3. The Contractor agrees that it will not engage in any lobbying activities directed at the Missouri General Assembly or the Governor of the State of Missouri on any issue regarding this Contract or the subjects of this Contract. The Contractor shall provide DED with full disclosure of any lobbying activities the Contractor performs in Missouri.



- 2.8.7.4. The Contractor shall not use proprietary knowledge provided through performance of this Contract or the association with DED for financial gain or to the detriment of DED. The Contractor shall disclose, to DED, any financial dealings with Missouri-based company(s), organization(s) or individual(s).

**2.8.8. Price/Payment:**

- 2.8.8.1. The price for this Contract shall be stated as an **annual price** (12 months) for the Original Contract Period and the four renewal periods.
- 2.8.8.2. Monthly payments shall be paid based on 1/12<sup>th</sup> of the annual price as quoted on the Pricing Page.
- 2.8.8.3. Payment shall be set forth on the Pricing Page as included herein.
- 2.8.8.4. The initial payment to the Contractor shall be prorated to days of the month for which service is provided and monthly payments shall be paid based on the 1/12<sup>th</sup> of the annual price quoted on the Pricing Page.
- 2.8.8.5. All amounts set forth in the Pricing Page and paid to the Contractor shall be in US dollars.

**2.8.9. Banking:**

- 2.8.9.1. A Jefferson City, Missouri bank account may be established for the routing of payments to the Contractor. Upon approval of monthly reports and receipt of invoices, funds will be deposited into the established account. The Contractor shall be responsible for any cost of establishing and maintaining the account.
- 2.8.9.2. All funds expended or disbursed from this account to third parties must be documented, and the records must be maintained for three (3) years from the date of final payment on this Contract or any Contract renewal.
- 2.8.9.3. Another type of banking arrangement may be approved by DED upon request, but all costs for the account and any fund transfer costs will still be the sole responsibility of the Contractor.

**2.8.10. Budget:**

- 2.8.10.1. The Budget as submitted by the Contractor in **Exhibit A** shall include: salaries, operational costs and expenses, travel costs, liability insurance, and all other costs associated with the operations of the MITI Office.
- 2.8.10.2. Such Budget shall be submitted annually to DED for its approval prior to any renewal of this Contract. Nothing in this provision shall be construed to mean that this Contract will be renewed automatically each year.
- 2.8.10.3. The Contractor shall reimburse DED for any costs that DED incurs for production of business cards, stationery or any other materials used to identify or advertise the representation that the Contractor provides in Israel during the term of this Contract. Such reimbursement shall be reflected in an automatic reduction of the flat monthly fee paid to the Contractor, taken in the month that DED incurs the printing costs. Printing costs incurred shall be in the sole discretion of DED and require no approval from the Contractor.
- 2.8.10.4. The Contractor shall agree that all costs, including but not limited to, personnel, operations, business expenses, operational leases or purchases of equipment, liability insurance, travel, and all other necessary expenditures for provision of services required will be the sole responsibility of the

Contractor except for any cost associated with travel outside Israel that is not included in the approved marketing plan.

## **2.9. Other Contractual Requirements:**

- 2.9.1. Definition of Contract:** A binding Contract shall consist of: (1) the IFB and any Amendments thereto, (2) the Contractor's response (its "Bid") to the IFB, (3) clarification of the Bid, if any, and (4) DED's acceptance of the response (Bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the Contract by reference.
- 2.9.1.1. Once a notice of award has been issued, the Contractor must receive a properly authorized "notice to proceed" from DED before providing services for DED.
  - 2.9.1.2. The Contractor agrees, and has outlined in its response to the IFB, that it is capable of performing the Services as required by this Contract and outlined in its Bid.
  - 2.9.1.3. The Contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
  - 2.9.1.4. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DED prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an Amendment/change order to the Contract.
- 2.9.2. Contract Period:** The original contract period shall be the date of the Notice to Proceed through June 30, 2016. Even though the original contract period will not commence until the date of the Notice to Proceed, the price for the Original Contract Period must be stated as a firm fixed **annual** price. The initial payment to the Contractor shall be prorated to days of the month for which service is provided and monthly payments shall be paid based on the 1/12<sup>th</sup> of the annual price quoted on the Pricing Page. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The DED shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.9.3. Contract Price:** All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.9.4. Renewal Periods:** If the option for renewal is exercised by the DED, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 2.9.4.1. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - 2.9.4.2. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall

also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 2.9.5. Contractor Liability:** The Contractor shall be responsible for any and all personal injury (including death) or property damage that occurs as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of this Contract. The Contractor assumes the obligation to save DED, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold DED, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the Contract. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by DED, including its agencies, employees, and assigns.
- 2.9.6. Independent Contractor:** The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.9.7. Amendment:** This Contract may be amended only with the express written authorization and approval of DED.
- 2.9.8. Termination:** DED reserves the right to terminate this Contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such cancellation. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the DED, become the property of the State of Missouri. The Contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the Contract prior to the effective date of termination. DED reserves the right to terminate this Contract at any time for material breach of this Contract, malfeasance or misfeasance. Termination for breach, misfeasance, or malfeasance shall take effect upon notification by any means and be followed by written documentation.
- 2.9.9. Accuracy of Statements:** The Contractor represents and warrants that at the date of this Contract all statements made by the Contractor in connection with this Contract, Bid, and any other statements made in an attempt to induce DED into entering this Contract are true, complete, and accurate to the best of Contractor's knowledge. It is being agreed by both parties that any material misrepresentation or false statement made by Contractor to induce DED into entering this Contract would cause irreparable damage to DED thereby allowing DED to terminate this Contract and seek all possible remedies at law or equity.
- 2.9.10. Subcontractors:** If approval is granted by DED, the Contractor may subcontract for those services described herein, provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and DED, and to ensure that DED is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney's fees) of any kind related to a subcontract in those matters described in the Contract between DED and the Contractor. The Contractor agrees that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor agrees that utilization of a subcontractor to provide any of the equipment or services in the Contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

2.9.10.1. To the extent Contractor has operations based in the State of Missouri; the Contractor shall comply with Section 285.525 to 285.550, RSMo.

- 2.9.11. Insurance:** The Contractor agrees that DED cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the Contract. Therefore, the Contractor must acquire and maintain liability insurance at a minimum of one million dollars to protect DED, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this Contract, which forms and amounts shall be subject to prior written approval by DED. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 2.9.12. Contractor Status:** The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of DED. Therefore, the Contractor shall assume all legal and financial responsibility for domestic taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., or the equivalent of these items in Israel, and agrees to indemnify, save, and hold DED, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney's fees), and damage of any kind related to such matters. The Contractor shall not use DED or the State of Missouri names, logos, emblems, or graphics for unauthorized purposes, including but not limited to execution of or inclusion in Contracts unless specifically authorized by DED.
- 2.9.13. Coordination:** The Contractor shall fully coordinate all Contract activities with those activities of DED and other Missouri governmental entities upon request. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to DED throughout the effective period of this Contract. The Contractor shall attend meetings as requested by DED.
- 2.9.14. Property of State:** All reports, files, documentation, and material developed or acquired by the Contractor as a direct result of activities specified in the Contract shall become the property of DED. The Contractor agrees that all discussions by DED with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under this Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of DED.
- 2.9.15. Substitution of Personnel:** The Contractor agrees and understands that DED's agreement to this Contract is predicated in part on the utilization of the specific individual(s) identified in the Bid. Therefore, the Contractor agrees that no substitution of such specific individual(s) shall be made without the prior written approval of DED. The Contractor also agrees to submit all proposed personnel changes to DED. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that DED approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Substitution of lesser qualified personnel may require reduction of the Bid or Contract amount. DED agrees that an approval of a substitution will not be unreasonably withheld.
- 2.9.16. Audit:** The Contractor shall permit governmental auditors and authorized representatives of DED to have access for the purpose of audit or examination of any of the books, documents, papers, and records at any reasonable time requested by DED in the USA. The Contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Contractor, provided that it may contest any such exception by any legal procedure it deems appropriate.

**2.9.17. Inventions, Patents, and Copyrights:** If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

### **3. BID SUBMISSION INFORMATION:**

#### **3.1. Contact:**

3.1.1. Any and all communication from Bidders regarding specifications, requirements, competitive Bid process, etc. related to the Bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least forty-eight (48) hours prior to the official Bid Return date.

#### **3.2. Business Compliance:**

3.2.1. The Bidder must be in compliance with the laws regarding conducting business in Israel. The Bidder certifies by signing the signature page of **Exhibit K** that the Bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting Contract award.

3.2.2. The Bidder shall provide documentation of compliance upon request by DED. The compliance to conduct business in Israel may include but is not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., Liability Insurance)

#### **3.3. Submission of Bids:**

3.3.1. Mail Bid: The Bidder should submit their original Bid along with four (4) additional copies, for a total of five (5).

3.3.2. The Bidder should include completed copies of each Exhibit and any other requested or required information with the mailed response. In addition, the Bid should be paginated.

3.3.3. To facilitate the evaluation process, the Bidder is encouraged to organize their Bid into distinctive sections that correspond with the individual evaluation categories described herein and submit all material related to each category should be included therein.

3.3.4. The signed page one from the original IFB and the signed **Exhibit K** should be placed at the beginning of the Bid.

3.3.5. The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories. DED is under no obligation to solicit such information if it is not included with the Bid. The Bidder's failure to submit such information may cause an adverse impact on the evaluation of the Bid.

#### **3.4. Description of Service:**

3.4.1. The Bidder should present a detailed description of all services proposed in the response to this IFB. It is the Bidder's responsibility to make sure all services proposed are adequately described in order to conduct an

evaluation of the Bid to ensure its compliance with mandatory requirements. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient background to conduct an evaluation when presented complete information.

### **3.5. Bid Detail Requirements:**

- 3.5.1. It is the Bidder's responsibility to submit a Bid that meets all mandatory requirements stated herein. The Bidder should clearly identify any and all deviations from the mandatory requirements stated in the IFB. Any deviation from a mandatory requirement may render the Bid non-responsive.

### **3.6. Compliance with Terms and Conditions:**

- 3.6.1. The Bidder is cautioned when submitting terms and conditions or other material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The Bidder agrees that in the event of conflict between any of the Bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to DED's terms and conditions may render a Bidder's Bid non-responsive and remove it from consideration for award.

### **3.7. Open Records:**

- 3.7.1. Pursuant to section 610.021, RSMo, all Bids will be considered an open record after a Contract is executed or in the event that all Bids are rejected.

### **3.8. Evaluation and Award Process:**

- 3.8.1. After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bids in accordance with the evaluation criteria stated below.

| <b>Evaluation Criteria Scoring Category</b>    | <b>Maximum Points</b> |
|--|-----------------------|
| Cost   | 40 points             |
| Bidder's Experience and Expertise of Personnel | 15 points             |
| Method of Performance                          | 20 points             |
| Interview Process                              | 25 points             |
| <b>TOTAL</b>                                   | <b>100 points</b>     |

- 3.8.2. The evaluation shall be conducted in a two-phase process. The first phase of the evaluation shall use both objective (Cost) analysis and subjective (Bidder's Experience and Expertise of Personnel and Method of Performance) judgment in conducting a comparative assessment of the Bids in accordance with the evaluation criteria stated herein with a maximum 75 points possible. Bidders receiving at least 55 points from the first phase of the objective and subjective evaluation will then move on to the second phase of the evaluation. The second phase of the evaluation, worth a maximum 25 points, will subjectively evaluate the top-scoring Bidders (Bidders scoring at least 55 points) based on an oral teleconference interview process. The top-scoring Bidders' points from the second phase of the evaluation process will be combined with their points from the first phase of the objective and subjective evaluation to determine the lowest cost and best Bidder (maximum 100 total points possible).
- 3.8.3. The award of Contract shall be made to the Bidder (of the top-scoring Bidders) determined to be the lowest cost and best Bidder, after completion of the second phase of the subjective evaluation process.
- 3.8.4. DED reserves the right to reject any Bid which is determined unacceptable for reasons which may include but are not necessarily limited to: (1) failure of the Bidder to meet mandatory general performance specifications; (2) failure of the Bidder to meet mandatory technical specifications; and (3) receipt of any information, from any source, regarding delivery of unsatisfactory service by the Bidder within the past three

years. As deemed in its best interests, DED reserves the right to clarify any and all portions of any Bidder's offer.

- 3.8.5. The Bidder is advised that an evaluation committee and other subject-matter experts may be used to review and assess the Bids for responsiveness to mandatory requirements of the IFB and in accordance with the subjective evaluation criteria stated in the IFB. The ethical standards for 1 Code of State Regulation (CSR) 40-1.050(7)(O) will apply to evaluators. Bidders can be sanctioned for unauthorized contact with any evaluator under 1 CSR 40-1.060(8)(G) and (H).

### **3.9. Cost Evaluation:**

- 3.9.1. The Bidder shall submit firm fixed prices for all items on the Pricing Page of the IFB. All pricing shall be considered firm for the duration of the Contract period. All pricing shall be quoted in U.S. dollars and the initial representation as well as each of the renewal periods shall not exceed \$194,000.00 USD for a twelve month period.
- 3.9.2. The evaluation shall cover the original Contract period plus the renewal periods.
- 3.9.3. The cost evaluation shall be determined from the result of the calculation described below using the following formula:

|  |   |                                      |   |                                   |
|--|---|--------------------------------------|---|-----------------------------------|
| <u>Lowest Responsive Bidder's Price</u><br>Compared Bidder's Price | x | 40 Maximum Cost<br>Evaluation Points | = | Awarded Cost<br>Evaluation Points |
|--|---|--------------------------------------|---|-----------------------------------|

- 3.9.4. The cost evaluation shall be based on the firm, fixed pricing on the Pricing Page for the original contract period and each renewal period, and based on the total cost determined by adding all prices on the Pricing Page.

### **3.10. Evaluation of Experience & Expertise:**

- 3.10.1. The Bidder shall provide detailed information related to previous and current services/Contracts performed by the Bidder's organization and any proposed subcontractors in **Exhibit B** (Prior Experience).
- 3.10.2. The Bidder shall provide detailed information related to the experience and qualification, including education and training, of all proposed personnel (including subcontractors) in **Exhibit C** (Personnel Summary).
- 3.10.3. The evaluation of the Bidder's experience and expertise will be considered subjectively.

### **3.11. Evaluation of Method of Performance:**

- 3.11.1. The Bidder should present a written narrative which demonstrates the method or manner in which the Bidder proposes to satisfy the scope of work requirements of the IFB as **Exhibit D** (Method of Performance). The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 3.11.2. The Bidder's plan should address how he or she will undertake the following:
- Agent-Distribution Search/Sourcing
  - Catalog Shows
  - Trade Missions
  - Trade Shows
  - Background (Credit) Checks
  - Market Research
  - Advocacy

- Trade Counseling
  - Trade/Investment or Qualified Leads
- 3.11.3. The Bidder should state if they are in a position to offer services to the DED and Missouri exporters, through associates or associate offices in other countries within the Middle East Region (as defined in section 5.1). This information should be included in **Exhibit D**.
- 3.11.4. The Bidder should provide a budget, or price analysis, for the annual price as stated on the Pricing Page for the original contract period. **Exhibit A** is attached for the purpose of reflecting the Bidder's breakdown of the quoted price and should be shown in sufficient detail to demonstrate those factors affecting the price such as staffing patterns and proposed hours, etc.
- 3.11.5. The Bidder should provide a description of the events that are proposed to accomplish the requirements of the IFB as **Exhibit E** (Schedule of Events).
- 3.11.6. The Bidder should submit a proposed number of Contact and Lead Pipeline Generation Deliverables as **Exhibit F** (Contact and Lead Pipeline Generation Deliverables).
- 3.11.7. The Bidder should provide an organizational chart showing the current total staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and the support personnel should be clearly illustrated. The Bidder should list the major stockholders, partners, or individuals that own all or a portion of the organization and their percent of ownership. The Bidder shall list other businesses the major stockholders, parents, or individuals own, operate, or are associated with through employment, Contract, or other means. This information should be submitted as **Exhibit G** (Ownership of Bidder Business).
- 3.11.8. The Bidder should indicate if any subcontractors will be used to fulfill the requirements of the Contract by completing **Exhibit H** (Subcontracting).
- 3.11.9. The Bidder may complete and submit any miscellaneous information relevant to the Bid by completing **Exhibit I** (Miscellaneous Information).
- 3.11.10. The Bidder should disclose any and all real or potential conflicts of interest in representation, including other states that the Bidder represents, that may have an adverse impact on DED or the State of Missouri. This information should be submitted as **Exhibit J** (Conflicts of Interest).
- 3.11.11. The Bidder shall certify that he or she is an authorized representative of the Bidder and as such is authorized to make the statement of affirmation by signing and dating **Exhibit K** (Certification and Affirmation).
- 3.11.12. The evaluation of the Bidder's method of performance will be considered subjectively.

*[Remainder of page left intentionally blank.]*



#### 4. PRICING PAGE(S) AND EXHIBITS/APPENDICES

##### PRICING PAGE

**The Bidder shall state a firm fixed annual price for the original Contract period and all renewal periods for the services provided in accordance with the provisions and requirements stated herein for the Israel representation Bid.**

The Bidder shall understand and agree that the renewal periods may not occur. The Contractor shall state the price for the Contract as an annual price.

In no event shall the Bidder quote a firm fixed annual price to exceed \$194,000.00.

Representation of the Missouri DED in Israel:

**Original Contract Period** \$\_\_\_\_\_ firm fixed **annual** price  
Date of Notice to Proceed – June 30, 2016  
(Meeting/Conference cost must be included as part of monthly fee.)

As stated above, even though the original contract period will not commence until the date of the Notice to Proceed, the price for the Original Contract Period must be stated as a **firm fixed annual price**.

The initial payment to the Contractor shall be prorated to days of the month for which service is provided and monthly payments shall be paid based on the 1/12<sup>th</sup> of the annual price quoted on the Pricing Page.

**First Renewal Period** \$\_\_\_\_\_ firm fixed **annual** price  
July 1, 2016 – June 30, 2017  
(Meeting/Conference cost must be included as part of monthly fee.)

**Second Renewal Period** \$\_\_\_\_\_ firm fixed **annual** price  
July 1, 2017 – June 30, 2018  
(Meeting/Conference cost must be included as part of monthly fee.)

**Third Renewal Period** \$\_\_\_\_\_ firm fixed **annual** price  
July 1, 2018 – June 30, 2019  
(Meeting/Conference cost must be included as part of monthly fee.)

**Fourth Renewal Period** \$\_\_\_\_\_ firm fixed **annual** price  
July 1, 2019 – June 30, 2020  
(Meeting/Conference cost must be included as part of monthly fee.)

**EXHIBIT A**

**BUDGET/PRICE ANALYSIS**

**Proposed Budget by Category** – Include Names, Titles, and Salaries. List quantities where applicable.

---

1. Operations: Communication, Coordination and Reporting

- Salaries;
- Telecommunications;
- Liability Insurance; and
- Other Operational Costs.

2. Sales Promotion

- Salaries;
- Travel; and
- Advertising and Promotion.

3. Market Entry Strategies

- Salaries;
- Travel; and
- Advertising and Promotion.

4. Investment Strategies

- Salaries;
- Travel; and
- Advertising and Promotion.

5. Other Budgetary Items

**TOTAL \$**\_\_\_\_\_

---

(MUST AGREE WITH ORIGINAL CONTRACT PERIOD ON PRICING PAGE. IF THERE IS A DISCREPANCY BETWEEN THE PRICING PAGE AND THE BUDGET/PRICE ANALYSIS, THE PRICING PAGE SHALL GOVERN.)

---

**EXHIBIT B**

**PRIOR EXPERIENCE**

The Bidder may include additional pages if needed.

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

**EXHIBIT C**

**PERSONNEL SUMMARY**

The Bidder may include additional pages if needed.

| PERSONNEL          | BACKGROUND AND EXPERTISE OF PERSONNEL |
|--------------------|---------------------------------------|
| 1. _____<br>(NAME) | _____<br>(TITLE)                      |
| 2. _____<br>(NAME) | _____<br>(TITLE)                      |
| 3. _____<br>(NAME) | _____<br>(TITLE)                      |
| 4. _____<br>(NAME) | _____<br>(TITLE)                      |
| 5. _____<br>(NAME) | _____<br>(TITLE)                      |
| 6. _____<br>(NAME) | _____<br>(TITLE)                      |

## **EXHIBIT D**

### **METHOD OF PERFORMANCE**

The Bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this IFB.

The Bidder should state if they are in a position to offer services to the DED and Missouri exporters, through associates or associate offices in other countries within the Middle East Region (as defined in section 5.1).

**EXHIBIT E**

**SCHEDULE OF EVENTS**

The Bidder should briefly and sequentially describe the events that are proposed to accomplish the requirements specified in this IFB. Graphs or charts may be used to illustrate.

| Task or Event | Description |
|---------------|-------------|
|---------------|-------------|

**EXHIBIT F**

**CONTACT AND LEAD PIPELINE GENERATION DELIVERABLES**

The Bidder should list the number of activities they plan to perform during the original Contract period for the proposed Budget under **Exhibit A** in coordination with Schedule of Events under **Exhibit E** and the Method of Performance under **Exhibit D**.

Number of Contacts per Month: \_\_\_\_\_

Number of Qualified Investment Leads per Month: \_\_\_\_\_

Number of Agent/Distributor Searches per Month: \_\_\_\_\_

Number of Background Checks per Month: \_\_\_\_\_

Number of Market Research Reports per Month: \_\_\_\_\_

Number of Trade Shows to Provide Support per Year: \_\_\_\_\_

Number of Trade Missions to Provide Support per Year: \_\_\_\_\_

**EXHIBIT G**

**OWNERSHIP OF BIDDER BUSINESS**

The Bidder shall list the legal company name, state or country where chartered, type of company, and the owner(s) of the company including percent of ownership, if applicable. The Bidder shall designate which individual or entity has authority to sign for the company. A list of other businesses owned, operated, or associated with company should be provided for each entity listed.

---



## **EXHIBIT H**

### **SUBCONTRACTING**

Indicate below if subcontractors will be used to fulfill the requirements of the Contract, or if the Bidder will provide all services and/or equipment on an independent basis.

If subcontractors are not proposed, the Bidder shall be advised that if subcontracting is determined to be necessary after Contract award, the use of subcontractors must be approved by DED.

### **SUBCONTRACTORS**

\_\_\_\_\_ Subcontractors will be used

(Provide name, address, cost of subcontracting, experience and expertise, and method of performance of subcontractor. All provisions of the Contract shall apply to the subcontractor.)

\_\_\_\_\_ Subcontractors will not be used

**EXHIBIT I**

**MISCELLANEOUS INFORMATION**

The Contractor may complete and submit any additional miscellaneous information relevant to the Bid.

**EXHIBIT J**

**CONFLICTS OF INTEREST**

The Bidder may use this form, or any format desired, to disclose any and all real or potential conflicts of interest in representation, including other states that the Bidder represents, that may have an adverse impact on DED or the State of Missouri.

## **EXHIBIT K**

### **CERTIFICATION AND AFFIRMATION**

- I certify that I am an authorized representative of the Bidder and as such am authorized to make the statement of affirmation contained herein.
- I certify that at all U.S. operations of Bidder the Bidder does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that to the extent Bidder has operations in the U.S., the Bidder is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo. I certify that the Bidder will maintain and, upon request, provide the Department of Economic Development documentation demonstrating the Bidder's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify the Bidder for this Contract.
- I understand that, pursuant to section 285.530.5, RSMo, a general Contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general Contractor or subcontractor Contracts with its direct subcontractor who violates section 285.530.1, if the Contract binding the Contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the Bidder is found to have employed an unauthorized alien in the U.S., the Bidder may be subject to penalties pursuant to sections 135.815, 285.025, and 285.535, RSMo.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of the Contract.
- I certify under penalties of perjury that the above statements and information contained in the application and Attachments are complete, true, and correct to the best of my knowledge and belief.
- For a privately held company, I certify there is no person who owns an ownership interest or who is employed in a management capacity by the company who has committed a felony, is presently under indictment, or is on parole or probation.
- I attest there are no pending or threatened liens, judgments, or material litigation which is likely to affect the viability of the company as an ongoing concern.
- I certify the company does not have any delinquent non-protested U.S. federal, state or local taxes
- I certify that neither the operations of the company nor the requested funding would violate any existing agreement.
- I certify that the company has not filed (nor is about to file) for bankruptcy.
- I certify the company has not failed to fulfill any obligations under any other U.S. state or federal program.
- I certify the signatory is the authorized representative of the Bidder and is authorized to make the statement of affirmation contained therein.

Name

Title

Signature

Date

## 5. TERMS AND CONDITIONS

### 5.1 Terminology and Definitions:

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any Amendment thereto, the definition or meaning described below shall apply.

- a. **Advocacy:** the active promotion or support of a course of action on behalf of a company or organization that has requested assistance from DED or Governor's Office with a foreign government.
- b. **Agent-Distributor Search/Sourcing (ADS):** the identification of qualified agents, distributors, manufacturing representatives, joint venture partners, licensees, franchisees, or strategic partners. ADS involves pre-vetting of potential business partners according to a Missouri company's preferred criteria and provides the company with a general business profile of qualified firms for direct follow-up and selection.
- c. **Amendment:** a written, official modification to an IFB or to a Contract.
- d. **Attachment:** all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Background Check:** a review of the credentials of a company or organization. This can include assessing the management, financials, past performance, and other pertinent factors that contribute to determining an appropriate course of action by DED.
- f. **Bid:** Proposal from each Bidder interested in providing the State of Missouri services in response to the IFB.
- g. **Bid Return Date and Time (and similar expressions):** the exact deadline required by the IFB for the physical receipt of sealed Bids by DED in its office. Any Bids received after the Bid Return Date and Time will not be considered.
- h. **Bidder:** the person or organization that responds to an IFB by submitting a Bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- i. **Buyer:** the procurement staff member of DED. The **Contact Person** as referenced herein is usually the Buyer.
- j. **Catalog Show:** an exhibition, either industry or country specific; whereby Missouri firms are represented by DED's representatives via their catalog and/or marketing brochures. DED representatives travel to the exhibition and take part in meetings with interested parties on behalf of the Missouri firm. This is an extremely low-cost, yet effective method of evaluating interest of Missouri products and services in a particular market. Upon completion of the event, DED Representatives provide the Missouri firm with a report or back brief of all potential partners and their expressed interest. It is incumbent upon the Missouri firm to directly follow-up with the potential buyer.
- k. **Client Relationship Management System (CRMS):** a system for managing a company's interactions with current and future clients/contacts. It involves using technology to organize, automate and synchronize sales, marketing, customer service, and technical support and information.
- l. **Contacts:** any interaction that results in information useful to generate future service activity. Any contact made on behalf of the state of Missouri. The contact may pertain to export or trade promotion, investment promotion; multipliers; government officials; etc. Business cards and/or database must be available for DED when an in-house audit is conducted.

- m. **Contract:** a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- n. **Contractor:** a person or organization who is a successful Bidder as a result of an IFB and who enters into a Contract with DED.
- o. **DED and/or State Agency:** the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- p. **Director:** the individual selected by the Contractor as the person responsible for the day-to-day operation of the MITI Office and for executing this Contract in Israel. The Director is the Contractor's point of contact for DED.
- q. **Exhibit:** forms which are included with an IFB for the Bidder to complete and return with the sealed Bid prior to the specified opening date and time.
- r. **Fiscal Year:** July 1<sup>st</sup> through June 30<sup>th</sup> of the Contract year.
- s. **Invitation for Bid (IFB):** the solicitation document issued by DED to potential Bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- t. **Market Research:** gathering and analyzing information to support the needs of a particular company, organization, or product. This may encompass several forms of data collection and analysis including labor force, transportation, and/or facility availability, suppliers, or industry clusters, among others.
- u. **May:** a certain feature, component, or action is permissible, but not required.
- v. **Middle East Region:** includes, but is not limited to, the following countries: Bahrain, Cyprus, Egypt, Jordan, Qatar, and Turkey.
- w. **Must:** a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a Bid being considered non-responsive.
- x. **Partner Organization:** Organizations outside DED with which DED forms relationships to promote the State of Missouri and its products and services to foreign individuals, businesses, government entities, and other potential clients. Partner Organizations may include but are not limited to the Missouri Department of Agriculture, Missouri Partnership, Missouri economic development agencies, companies, or other organizations as identified by DED.
- y. **Pricing Page(s):** the form(s) on which the Bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The Pricing Pages must be completed and returned by the Bidder with the sealed Bid prior to the specified Bid opening date and time.
- z. **Project Managers (PM):** DED or Missouri Partnership employees who develop qualified leads into executable projects to include incentives, financing, and other inducements to job creation through revenue generation and capital investment.
- aa. **Trade Counseling:** discussions to assess or ascertain the suitable course of action to a business or organization by providing expert advice or services in a particular field, either industry or region specific.

- bb. **Trade/Investment or Qualified Leads:** any relationship identified, developed or established in the pipeline process that requires, as the next step in business development, passing actionable information to Project Managers to develop a proposal; or directly to companies or other organizations for their action.
- cc. **Trade Manager:** DED employees who liaise with the Contractor on a day-to-day basis with regard to the execution of the objectives set forth in this IFB and all documents/strategies developed and executed monthly and annually under the Contract with DED.
- dd. **RSMo (Revised Statutes of Missouri):** the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34, RSMo, is the primary chapter governing Bidding.
- ee. **Shall:** a certain feature, component, or action is mandatory. Failure to provide or comply will result in a Bid being considered non-responsive.
- ff. **Should:** a certain feature, component and/or action is desirable but not mandatory.
- gg. **Targeted Industries:** seven industries targeted by the State of Missouri as being key to its economic progress. These include: Advanced Manufacturing, Biosciences, Financial and Professional Services, Information Technology, Energy Solutions, Health Sciences and Services, and Transportation and Logistics.
- hh. **Trade Mission:** any DED-sponsored or assisted visit by an individual or group representing more than one company or organization that is intended to promote the products or services of those companies or organizations.
- ii. **Trade Show:** an exhibition of Missouri's advantages and attributes displayed in one of the targeted geographical regions or industries. Trade Show participation may include exhibits, posters, client companies and personnel, or simply the presence of a DED participant.

## **5.2. Open Competition/Invitation for Bid Document:**

- 5.2.1. It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise DED if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from Bidders regarding specifications, requirements, competitive Bid process, etc., must be directed to the Buyer from DED, as indicated on the first page of the IFB. Such communication should be received at least forty-eight (48) hours prior to the official Bid Return date.

Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable Bid process, all Bidders will be advised, via the issuance of an Amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that unless specified elsewhere in the IFB, any questions received by DED less than forty-eight (48) hours prior to the IFB opening date may not be answered.

- 5.2.2. Bidders are cautioned that the only official position of DED is that position which is stated in writing and issued by DED in the IFB or an Amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 5.2.3. Any suspected deliberate restraint of competition, collusion among Bidders, price-fixing by Bidders, or any other anticompetitive conduct by Bidders which appears to violate state and federal antitrust laws shall be referred to the Missouri Attorney General's Office for appropriate action.

- 5.2.4. The IFB will be advertised in international publications and will be made available on DED website.
- 5.2.5. DED reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an Amendment.

### 5.3. Preparation of Bids:

- 5.3.1. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at Bidder's risk.
- 5.3.2. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All Bids must meet or exceed the stated specifications and requirement.
- 5.3.3. Prices contained in a Bid shall remain valid for 90 days from Bid opening unless otherwise indicated. If the Bid is accepted, prices shall be firm for the specified Contract period.

### 5.4. Submission of Bids:

- 5.4.1. A Bid submitted by a Bidder must (1) be signed by a duly authorized representative of the Bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of DED and received no later than the exact Bid Return Date and Time specified in the IFB.
- 5.4.2. The envelope or container containing a Bid should be clearly marked on the outside with (1) the official IFB number and (2) the official Bid Return Date and Time. Different Bids should not be placed in the same envelope, although copies of the same Bid may be placed in the same envelope.
- 5.4.3. A Bid may only be modified or withdrawn by signed, written notice that has been received by DED prior to the official Bid Return Date and Time specified. A Bid may also be withdrawn or modified in person by the Bidder or its authorized representative, provided proper identification is presented before the official Bid Return Date and Time. Telephone or telegraphic requests to withdraw or modify a Bid shall not be honored.
- 5.4.4. **Bidders must sign and return the IFB cover page** or, if applicable, the cover page of the last Amendment thereto in order to constitute acceptance by the Bidder of all IFB terms and conditions. **Failure to do so shall result in rejection of the Bid unless the Bidder's full compliance with those documents is indicated elsewhere within the Bidder's response.**

### 5.5. Facsimile Documents:

- 5.5.1. All responses to IFB's and Amendments to IFB's, including "no Bid" responses and requests to modify a Bid before the Bid Return Date and Time, must be delivered to the office of DED in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable unless authorized by DED. However, sealed Bids containing faxed pages are acceptable provided all other conditions are met. In addition, requests to withdraw Bids may be submitted by facsimile but must be received by DED prior to the official Bid Return Date and Time specified.

### 5.6 Bid Information and Delivery:

- 5.6.1. It is the Bidder's responsibility to ensure that the Bid is delivered by the official Bid Return Date and Time to the office of DED.
- 5.6.2. Bids that are not received by DED prior to the official Bid Return Date and Time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Bidder. Late Bids shall not be considered and shall not be eligible for award of Contract.



## **5.7 Evaluation/Award:**

- 5.7.1. Any clerical error, apparent on its face, may be corrected by the Buyer before Contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Bidder and request written clarification of the intended Bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: (1) misplacement of a decimal point; and (2) obvious mistake in designation of unit.
- 5.7.2. Any pricing information submitted by a Bidder but not reflected on the Pricing Page shall be subject to evaluation if deemed by DED to be in its best interests.
- 5.7.3. Awards shall be made to the Bidder whose Bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest cost and best Bid, considering price, responsibility of the Bidder, and all other evaluation criteria specified in the IFB.
- 5.7.4. In the event all Bidders fail to meet the same mandatory requirement in an IFB, DED reserves the right, at its sole discretion, to waive that requirement for all Bidders and to proceed with the evaluation. In addition, DED reserves the right to waive any minor irregularity or technicality found in any individual Bid.
- 5.7.5. DED reserves the right to reject any and all Bids. When all Bids are unacceptable and circumstances do not permit a rebid, DED may negotiate for the required supplies or services.
- 5.7.6. When evaluating a Bid, DED reserves the right to consider relevant information and facts, whether gained from a Bid, from a Bidder, from Bidder's references, or from any other source.
- 5.7.7. Any award of a Contract shall be made by written notification from DED to the successful Bidder. DED reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more Contractors.
- 5.7.8. All Bids and associated documentation will be considered open records upon the notice of award.
- 5.7.9. DED reserves the right to request written clarification of any portion of the Bidder's response in order to verify the intent of the Bidder. The Bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

## **5.8 Protest of Award:**

- 5.8.1. A Bid protest must be submitted in writing and must be received by DED within ten (10) business days after the date of award. The written protest should include the following information: name, address, and phone number of the protester; signature of the protestor or the protestor's representative; solicitation number; detailed statement describing the grounds for the protests; and supporting exhibits, or documents to substantiate claim.

## **5.9 Contract/Purchase Order:**

- 5.9.1. By submitting a Bid, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 5.9.2. A binding Contract shall consist of: (1) the IFB and any Amendments thereto, (2) the Contractor's response (Bid) to the IFB, and (3) DED's acceptance of the response (Bid) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by notice to proceed, and any subsequent modifications. If any discrepancy exists between the language of the Contractor's response (Bid) and the original language of the IFB, the Contract shall still be binding and the original language of the IFB shall control the Contract's terms.

- 5.9.3. The Contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representatives of the Contractor and DED. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an Amendment/change order to the Contract.

#### **5.10. Invoicing and Payment:**

- 5.10.1. DED does not pay state or federal taxes unless otherwise required under law or regulation. DED is exempt from foreign taxes in many instances.
- 5.10.2. Each invoice submitted must reference the Contract by name and/or Bid number and must be itemized in accordance with items listed on the Contract. Failure to comply with this requirement may delay processing of invoices for payment.
- 5.10.3. The Contractor shall not transfer any interest in the Contract, whether by assignment or otherwise, without the prior written consent of DED.
- 5.10.4. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. DED shall not make any advance deposits or payments to the Contractor.

#### **5.11. Inspection and Acceptance:**

- 5.11.1. Services received by DED pursuant to a Contract shall not be deemed accepted until the agency has had reasonable opportunity to inspect said services.
- 5.11.2. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- 5.11.3. DED's right to reject any unacceptable services shall not exclude any other legal, equitable or Contractual remedies the State of Missouri may have.

#### **5.12. Warranty:**

- 5.12.1. The Contractor expressly warrants that all services provided shall: (1) conform to each and every specification or description which was furnished to or adopted by DED, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- 5.12.2. Such warranty shall survive delivery and shall not be deemed waived either by reason of DED's acceptance of or payment for said services.

#### **5.13. Applicable Laws and Regulations:**

- 5.13.1. The Contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the Contract to the extent that the same may be applicable. The Contractor shall also be bound by the Contract to abide by all applicable laws in Israel. The Contractor agrees that settlement of all conflicts or disputes shall be conducted in Missouri according to the laws of Missouri and the United States of America. The venue for any litigation shall be Cole County, Missouri.

- 5.13.2. To the extent that a provision of the Contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the Contract shall remain in force between the parties unless terminated by consent of both the Contractor and DED.
- 5.13.3. The Contractor must be registered and maintain good standing with all regulatory agencies, as may be required by law or regulations.
- 5.13.4. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax, if applicable.
- 5.13.5. DED shall not Contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in Missouri but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore Bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

#### **5.14. Conflict of Interest:**

- 5.14.1. Officials and employees of DED, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 5.14.2. The Contractor hereby covenants that at the time of the submission of the Bid the Contractor has no other contractual relationships that would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of the Contract neither the Contractor nor any of its employees shall acquire any other contractual relationships that create such a conflict.

#### **5.15. Remedies and Rights:**

- 5.15.1. No provision in the Contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of Contract.
- 5.15.2. The Contractor agrees and understands that the Contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the Contract with the State of Missouri.

#### **5.16. Cancellation of Contract for Cause:**

- 5.16.1. In the event of material breach of the Contractual obligations, misfeasance or malfeasance by the Contractor, DED may cancel the Contract immediately. At its sole discretion, DED may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide DED within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- 5.16.2. If the Contractor fails to cure the breach or if circumstances demand immediate action, DED will issue a notice of cancellation terminating the Contract immediately.

- 5.16.3. If DED cancels the Contract for breach, DED reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the Contract from other sources and upon such terms and in such manner as DED deems appropriate and charge the Contractor for any additional costs incurred thereby.
- 5.16.4. The Contractor understands and agrees that funds required to fund the Contract must be appropriated by the General Assembly of the State of Missouri for each Fiscal Year included within the Contract period. The Contract shall not be binding upon DED for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with cancellation caused by lack of appropriations.

**5.17. Communications and Notices:**

- 5.17.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by electronic method (e-mail) or facsimile, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed in the Contract.

**5.18. Bankruptcy or Insolvency:**

- 5.18.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify DED immediately.
- 5.18.2. Upon learning of any such actions, DED reserves the right, at its sole discretion, to either cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

**5.19. Inventions, Patents and Copyrights:**

- 5.19.1. The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the Contract.

**5.20. Non-Discrimination and Affirmative Action:**

- 5.20.1. In connection with the furnishing of equipment, supplies, and/or services under the Contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status.
- 5.20.2. If discrimination by a Contractor is found to exist, DED shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the Contract, removal from all Bidder's lists issued by the division until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**5.21. Titles:**

- 5.21.1. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.